

BILL NO. S-74-02-33

SPECIAL ORDINANCE NO. S- 29-74

AN ORDINANCE approving a contract with John Dehner, Inc. for the construction of sanitary sewers in Eastland Gardens.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The sewer agreement dated February 12, 1974, between JOHN DEHNER, INC. and the CITY OF FORT WAYNE, by and through its Mayor and the Board of Public Works, for the construction of a sanitary sewer in Eastland Gardens, as follows:

Eastland Gardens Addition, Section "A"  
and Section "B"

the entire cost and expense to be borne by the property owners through Barrett Law. The Developer agrees to hold the City harmless from any liability for claims connected therewith, all as more particularly set forth in said Sewer Agreement, which is on file in the office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. That the Developer, and any owner or owners of land, their successors in title and assigns, which is now or may hereafter be located outside the corporate limits of the City of Fort Wayne, Indiana, who taps into the sewer main covered in said Agreement, or any extension thereof, shall be deemed to thereby waive his, her, their or its right to remonstate against or otherwise object to, interfere with or oppose any pending or future annexation by said City of Fort Wayne, Indiana, of such land or territory in which said land is located.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

APPROVED AS TO FORM  
AND LEGALITY  
*[Signature]*  
CITY ATTORNEY

*[Signature]*  
Councilman

Read the first time in full and on motion by Mr. Hinga, seconded by Mr. Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 2-26-74

Charles W. Whittemore  
CITY CLERK

Read the third time in full and on motion by Mr. Hinga, seconded by Mr. Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

AYES 8, NAYS 0, ABSTAINED \_\_\_\_\_, ABSENT 1 to-wit:

BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	<u>✓</u>
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 3/2/74

Charles W. Whittemore  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-29-74 on the 12<sup>th</sup> day of March, 1974.

ATTEST: (SEAL)

Charles W. Whittemore Samuel J. Talarico  
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13<sup>th</sup> day of March, 1974, at the hour of 1:00 o'clock A M., E.S.T.

Charles W. Whittemore  
CITY CLERK

Approved and signed by me this 14<sup>th</sup> day of March, 1974, at the hour of 2:00 o'clock P M., E.S.T.

James A. Roberts  
MAYOR

Holk  
3-5-74

Bill No. S-74-02-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving a contract with John Dehner, Inc. for the construction of  
sanitary sewers in Eastland Gardens.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

W. C. Moses, Jr.

James S. Stier

William T. Hinga

DATE 3-12-74 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

60-100-15 612  
2/12/74  
**CONTRACT AND BOND**

**This Agreement,** Made and entered into as of the ..... day of

JAN 12 1974

19

, by and between

-----JOHN DEHNER, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

**Main Sewer:**

Beginning at a proposed manhole set over an existing sanitary sewer located 115± lineal feet North of and 30± lineal feet West of the centerline intersection of Anthony Boulevard and Tillman Road; thence East 35 feet North of and Parallel to the centerline of Tillman Road 2000± lineal feet to a proposed manhole located 33± lineal feet West of and 40± lineal feet North of the centerline intersection of Autumn View Drive and Tillman Road; thence North 33± lineal feet West of and parallel to the centerline of said Autumn View Drive 2,539± lineal feet to a proposed manhole located 7 feet West of and 4 feet South of the Northeast corner of Lot #247 of Eastland Gardens Addition, Section B; thence due East 4 feet South of and parallel to the North boundary line of said Eastland Gardens Addition, Section B 864 feet, terminating at a proposed cleanout located 10 feet East of and 4 feet South of the Northeast corner of Lot #237 of said Eastland Gardens Addition, Section B.

**Lateral #1:**

Beginning at a proposed sanitary manhole located 35 feet East of and 70± lineal feet North of the centerline intersection of Tillman Road and Anthony Boulevard; thence South 45 feet East of and parallel to the centerline of Anthony Boulevard 490± lineal feet to a proposed manhole located 45± lineal feet East of and 26± lineal feet North of the Centerline intersection of Anthony Boulevard and Old Decatur Road; thence Southeasterly 31 feet North of and parallel to the centerline of Old Decatur Road 160± lineal feet, terminating at a proposed cleanout.

**Lateral #2:**

Beginning at a proposed manhole located 55± lineal feet West of and 3± lineal feet South of the Southwest corner of Lot 104 of Eastland Gardens Addition, Section "B"; thence, due East along the existing easement 2,295± lineal feet to a proposed manhole located near the Southwest corner of Lot 23 of said Eastland Gardens Addition, Section "A"; thence, North 1,800± lineal feet and terminating at a proposed manhole located near the Northeast corner of Lot 7 of Stinson's 1st Subdivision.

**Lateral #2-A:**

Beginning at the proposed manhole located 5 feet East of and 4 feet North of the Northeast corner of Lot #2 of Eastland Gardens Addition, Section A; thence South 55± lineal feet, terminating at a proposed cleanout located 3± feet East of and 5± feet South of the Northwest corner of Lot #1 of said Eastland Gardens Addition, Section A.

**Lateral #3:**

Beginning at a proposed manhole located 55± lineal feet West of and 1± lineal feet North of the Southwest corner of Lot #122 of Eastland Gardens Addition, Section B; thence, due East along the existing easement 900± lineal feet terminating at a proposed cleanout located 5± lineal feet South of and 5± lineal feet East of the Northwest corner of Lot #113 of Eastland Gardens Addition, Section B.

at a proposed cleanout located 10± lineal feet South of and 1± lineal foot east of the Northwest corner of said Lot #5.

100-110  
ASSOC. CITY ATTORNEY

115:

PRESIDENT

Contractor, party of the first part.

This contract approved by us this

12

day of

February

1974

BOARD OF PUBLIC WORKS,  
Party of the second part.

John A. Dehner  
Mayor

Lateral #8-A:

Beginning at a proposed manhole located near the Northeast corner of Lot #27 of Eastland Gardens Addition, Section "A"; thence, due West within the existing easement 1,140± lineal feet terminating at a proposed manhole located 5± lineal feet West of the Northeast corner of Lot #92 of Eastland Gardens Addition, Section "A".

Lateral #4:

Beginning at a proposed manhole located 52± lineal feet West of and 3± lineal feet North of the Southwest corner of Lot #140 of Eastland Gardens Addition, Section B; thence due East within the existing easement 900± lineal feet, terminating at a proposed cleanout located 5 lineal feet South of and 5± lineal feet East of the Northwest corner of Lot #131 of Eastland Gardens Addition, Section B.

Lateral #4-A:

Beginning at a proposed sanitary manhole located near the Northeast corner of Lot #52 of Eastland Gardens Addition, Section "A"; thence, due West 1,140± lineal feet terminating at a proposed manhole located 5± lineal feet West of the Northeast corner of Lot #90 of said Eastland Gardens Addition, Section "A".

Lateral #5:

Beginning at a proposed manhole located 53± lineal feet West of and 4± lineal feet North of the Southwest corner of Lot #158 of Eastland Gardens Addition, Section B; thence, due East along the existing easement 930± lineal feet, terminating at a proposed cleanout located 1± lineal foot North of and 11± lineal feet East of the Northwest corner of Lot #149 of Eastland Gardens Addition, Section B.

Lateral #5-A:

Beginning at a proposed manhole located near the Northeast corner of Lot #77 of Eastland Gardens Addition, Section "A"; thence, due West 1,140± lineal feet terminating at a proposed manhole located 5± lineal feet West of the Northeast corner of Lot #188 of Eastland Gardens Addition, Section "A".

Lateral #9:

Beginning at a proposed manhole located 60± lineal feet due North of the Northeast corner of Lot #7 of Neuenschwander Addition, thence due South 70± lineal feet, terminating at a proposed cleanout located 10± lineal feet South of and 1± lineal foot West of the Northeast corner of said Lot #7.

Lateral #10:

Beginning at the proposed sanitary sewer located 60± lineal feet North of the Northwest corner of Lot #5 of J.O. Blacks Addition, thence due South 70± lineal feet, terminating at a proposed cleanout located 10± lineal feet South of and 1± lineal foot east of the Northwest corner of said Lot #5.

ASAC, CITY ATTORNEY

This contract approved by us this 12 day of February 1974

115:

Contractor, party of the first part.

BOARD OF PUBLIC WORKS,  
Party of the second part.

Mayor

Lateral #6:

Beginning at a proposed manhole located 60± lineal feet West of and 3± lineal feet South of the Southwest corner of Lot #180 of Eastland Gardens Addition, Section B; thence due East within the existing easement 930± lineal feet, terminating at a proposed cleanout located 12± lineal feet East of and 5± lineal feet South of the Northwest corner of Lot #170 of Eastland Gardens Addition, Section B.

Lateral #6-A:

Beginning at a proposed manhole located near the Northeast corner of Lot #29 of Stinson's 1st Subdivision; thence, due West 1,140± lineal feet terminating at a proposed manhole located 5± lineal feet West of the Northeast corner of Lot #169 of Eastland Gardens Addition, Section "B".

Lateral #7:

Beginning at a proposed manhole located 58 feet East of and 10 feet North of the Southwest corner of Lot #202 of Eastland Gardens Addition, Section B; thence, due East along the existing easement 930± lineal feet, terminating at a proposed cleanout located 10± lineal feet East of and 5± lineal feet South of the Southwest corner of Lot #211 of Eastland Gardens Addition, Section B.

Lateral #7-A:

Beginning at a proposed manhole located near the Northeast corner of Lot #7 of Stinson's 1st Subdivision; thence, due West 1,140± lineal feet terminating at a proposed manhole located 5± lineal feet West of the Northeast corner of Lot #191 of Eastland Gardens Addition, Section "B".

Lateral #8:

Beginning at a proposed manhole located 58± lineal feet West of and 2± lineal feet South of the Southwest corner of Lot #224 of Eastland Gardens Addition, Section B; thence, due East along the Existing easement 1,051± lineal feet to a proposed manhole located 10± lineal feet North of and 3± lineal feet West of the Southeast corner of Lot #234 of Eastland Gardens Addition, Section B; thence, North 221± lineal feet, terminating at a proposed manhole located 32± lineal feet North of and 3± lineal feet West of the Southeast corner of Lot #236 of Eastland Gardens Addition, Section B.

Lateral #9:

Beginning at a proposed manhole located 60± lineal feet due North of the Northeast corner of Lot #7 of Neuenschwander Addition, thence due South 70± lineal feet, terminating at a proposed cleanout located 10± lineal feet South of and 1± lineal foot West of the Northeast corner of said Lot #7.

Lateral #10:

Beginning at the proposed sanitary sewer located 60± lineal feet North of the Northwest corner of Lot #5 of J.O. Blacks Addition, thence due South 70± lineal feet, terminating at a proposed cleanout located 10± lineal feet South of and 1± lineal foot east of the Northwest corner of said Lot #5.

ASSOC. CITY ATTORNEY

This contract approved by us this

12

day of

February

1974

BOARD OF PUBLIC WORKS,  
Party of the second part.

Mayor

Lateral #11:

Beginning at the proposed sanitary sewer located 60± lineal feet North of the Northwest corner of Lot #7 of J.O. Black's Addition; thence due South 70± lineal feet, terminating at a proposed cleanout located 1± lineal foot North of and 1± lineal foot East of the Northwest corner of said Lot #7.

Lateral #12:

Beginning at a proposed manhole located 1± lineal foot West of and 70± lineal feet North of the Northwest corner of Lot #9 of J.O. Black's Addition; thence due South 80± lineal feet, terminating at a proposed cleanout located 1± lineal foot North of and 1± lineal foot West of the Northwest corner of Lot #9 of J.O. Black's Addition.

Lateral #13:

Beginning at a proposed manhole located 60± lineal feet due North of the Northwest corner of Lot #11 of J.O. Black's Addition, thence due South 70± lineal feet terminating at a proposed cleanout located 1± lineal foot North of and 1± lineal foot East of the Northwest corner of said Lot #11.

Lateral #14:

Beginning at a proposed manhole located 40± lineal feet North of and 35± lineal feet West of the centerline intersection of Autumn View Drive and Tillman Road, thence due South 75± lineal feet, terminating at a proposed cleanout located 30± lineal feet South of and 30± lineal feet West of the Centerline intersection of said Tillman Road and Autumn View Drive.

Said sewers shall be 8, 10, 12 and 15 inches in diameter.

Note: In the assessment due for the above mentioned improvement Resolution, the local assessment charge of \$300.00 per acre for interceptor Resolution #181 adopted by the Board of Public Works dated April 4, 1968 has been incorporated.

It is noted on this project there is an estimated \$33,000 for engineering, inspection and advertising costs, and \$40,299 for area connection charges. These monies are due the City Utilities and are a part of the total project cost. It is proposed the entire project, i.e. construction cost plus engineering, inspection and advertising, plus area connection charge is to be financed through assessments to the benefited property owners. To accommodate the contractor in marketing the assessment roll, it is agreed that all bonds and cash payments from the property owners will be turned over to the contractor. Said amounts include funds due City for engineering, inspection, advertising and area connection charges. The contractor must pay to the City Controller in cash the amounts due for engineering, inspection, advertising and area connection charges within 30 days after receipt of the bonds and cash for the assessment roll. Failure by the contractor to repay said funds shall constitute a breach of contract and give the City full right to call on the contractor's bonding company for payment of monies.

day of JAN 12 1974 19 74

APPROVED AS TO FORM AND CONTENT

ASST. CITY ATTORNEY

JOHN DEHNER, INC.

BY: John Dehner

ITS: PRESIDENT

Contractor, party of the first part.

day of February 19 74

BOARD OF PUBLIC WORKS,  
Party of the second part.

Dean A. Dehner Mayor

This contract approved by us this 12

day of February 19 74

Ronald L. Bonar  
William F. Williams



for the following prices:

8" Pipe Sewer V.C.P. C-200 "O" Ring	Nine Dollars and Twenty Six Cents	\$ 9.26
10" Pipe Sewer R.C.P. CL V	Nineteen Dollars and Eleven Cents	19.11
12" Pipe Sewer R.C.P. CL IV & V	Eighteen Dollars and Seventy One Cents	18.71
15" Pipe Sewer R.C.P. CL IV & V	Twenty One Dollars and Sixty Two Cents	21.62
Standard Concrete Manhole IV & IVa	Four Hundred Forty Four Dollars and Eighty Cents	444.54
Standard Cleanout	One Hundred Sixty Nine Dollars and Fifty Cents	169.50
Standard Drop Sewer Pipe	Twenty Four Dollars and Eighty Six Cents	24.86
5" Concrete Sidewalk	Eleven Dollars and Nineteen Cents	11.19
8" Concrete Curb	Eight Dollars and Fifty Nine Cents	8.59
6" Concrete Plain Pavement for driveways	Ten Dollars and Seventy Three Cents	10.73
4" Asphalt Pavement Deep Strength	Four Dollars and Fifty Two Cents	4.52
8" Asphalt Pavement on Tillman Rd. & Anthony Deep Streets	Nine Dollars and Four Cents	9.04
6" Crushed Stone Pavement for driveways	Ten Dollars and Seventeen Cents	10.17
Special Gravel Backfill	Five Dollars and Seventy Six Cents	5.76
Seeding to 2" Mulching	Forty Two Cents	.42
Removal of Structures	One Hundred Sixty Nine Dollars and Fifty Cents	169.50
Crushed Stone Bedding	Nine Dollars and Four Cents	9.04
Tunneling under trees	Fifty Six Dollars and Fifty Cents	56.50
16" Coated D.I. Pipe H-20 Loading	Twenty Two Dollars and Forty Three Cents	22.43
8" V.C.P. C-200 Plain Joint	Three Dollars and Twenty Cents	3.20
10" V.C.P. C-200 Plain Joint	Three Dollars and Sixty Three Cents	3.63
12" V.C.P. C-200 Plain Joint	Four Dollars and Fifteen Cents	4.15
#73 Stone Backfill for Street Cuts	Nine Dollars and Four Cents	9.04
6" "T" or "Y" Taps with Risers	Seventy Three Dollars and Seventeen Cents	73.17

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Local Improvement Resolution No. 862-1973 MODIFIED and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 360 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this

day of JAN 12 1974

APPROVED AS TO FORM

*[Signature]*  
ASSOC. CITY ATTORNEY

JOHN DEHNER, INC.

BY:

*[Signature]*

ITS:

PRESIDENT

Contractor, party of the first part.

This contract approved by us this

day of February 1974

*[Signature]*  
*[Signature]*  
*[Signature]*

BOARD OF PUBLIC WORKS,  
Party of the second part.

*[Signature]*

Mayor



# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----JOHN DEHNER, INC.-----

Contractors

as principal and -----UNITED STATES FIDELITY AND GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FOUR HUNDRED  
FORTY TWO THOUSAND FOUR HUNDRED FORTY ONE DOLLARS AND THIRTY CENTS (\$ 442,441.34)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

JOHN DEHNER, INC.

did on the ----- day of JAN 12 1974 ----- enter into a contract with the City  
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and  
along -----

according to certain plans and specifications, and also warranting and guaranteeing the work, material and  
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

JOHN DEHNER, INC.

Now, if the said -----

----- shall faithfully perform and fulfill all the requirements of said war-  
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,  
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of JAN 12 1974 19 -----

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Arthur C. Zisch

JOHN DEHNER, INC. (SEAL)

BY: John Dehner PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: Lane J. Shide (SEAL)

Attorney-in-fact

Approved this 12 day of February, 19 74

Ronald K. Bonar  
Board of Public Works.

# GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign his name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By.....James A. Mappus.....

Vice-President.

(SEAL)

(Signed) .....John H. Aitken.....

Assistant Secretary.

STATE OF MARYLAND, }

BALTIMORE CITY, }

ss:

On this 19th day of

April, A. D. 19 73 before me personally came

James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 74.....

(SEAL) (Signed) .....Herbert J. Aull.....

Notary Public.

STATE OF MARYLAND }

BALTIMORE CITY, }

Sct.

I, Robert H. Bouse

, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL) (Signed) .....Robert H. Bouse.....

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**Lane I. Grile**

of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **January 11, 1974**

*Richard Calder*  
Assistant Secretary  


DIGEST SHEETS-74-02-33TITLE OF ORDINANCE: Contract with John Dehner for sewer in Eastland GardensDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Covers contract with John Dehner, Inc. for construction of sanitary sewers in Eastland Gardens at \$442,441.34.Please be advised that this project, unless something very unusual should happen, is to be paid in full by the property owners through Barrett Law.We are submitting it for Ordinance as a point of information for the Council.EFFECT OF PASSAGE: Sewer service to Eastland Gardens.EFFECT OF NON-PASSAGE: Sewer will be constructed as property owners petitioned and will be paying

MONEY INVOLVED (Direct Costs, Expenditures, Savings): \_\_\_\_\_

Total cost to property owners.

ASSIGNED TO COMMITTEE (J.N.): \_\_\_\_\_

Board of Works